



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving - PWGSC / Réception des soumissions -  
TPSGC  
11 Laurier St./ 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT  
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Clothing and Textiles Division / Division des vêtements  
et des textiles  
L'Esplanade Laurier,  
East Tower 7th Floor  
Tour est 7e étage  
140 O'Connor, rue O'Connor,  
Ottawa  
Ontario  
K1A 0R5

<b>Title - Sujet</b> OCFC2	
<b>Solicitation No. - N° de l'invitation</b> W8486-206245/A	<b>Amendment No. - N° modif.</b> 005
<b>Client Reference No. - N° de référence du client</b> W8486-206245	<b>Date</b> 2019-12-16
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-756-77636	
<b>File No. - N° de dossier</b> pr756.W8486-206245	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-02-28</b>	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Picco(PR Div.), Robert	<b>Buyer Id - Id de l'acheteur</b> pr756
<b>Telephone No. - N° de téléphone</b> (613) 410-1348 ( )	<b>FAX No. - N° de FAX</b> (613) 943-7970
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Amendment 005 is issued to respond to industry questions and comments

## OCFC2 Questions

(Organized by RFP section)

November 29<sup>th</sup>, 2019

### **RFP Parts 1-7**

#### **Question #24**

Para 3.5.1 – Canada’s right to refuse to approve a subcontract based on national security interests could have bid/contractual implications (eg, on price, on delivery). To reduce effort that may be wasted by bidders, it is recommended that Canada identify those items and/or those countries for which subcontract approval will not be provided.

#### **Answer #24**

Canada has considered your request and will not provide any additional information. As mentioned in para 4.3.1.6.c, in instances where the origin of Work information outlined at Section 3.5.1 for a certain item is deemed not acceptable by Canada, the Bidder must identify an acceptable source, subcontractor or manufacturer to procure this item and re-submit the new price as necessary and in accordance with any notice provided by the Contacting Authority.

#### **Question #25**

Para 4.1.3.2.c – Please advise the application of this article. Where in the financial proposal is the price for an item to be provided more than once?

#### **Answer #25**

It is a standard statement which may not apply. The only place where the bidder should price an item is in the LIUC.

#### **Question #26**

Para 6.1.1 – It is unreasonable to expect the bidder to be able to identify, with the proposal, all individuals who may require access to classified or protected information, assets or sensitive work sites. Normally Canada addresses this concern only via a contractual obligation. If this requirement remains: 1) please identify all applicable Government of Canada information, assets and sensitive work sites, and 2) advise in which section of the proposal the bidder is to provide this information.

#### **Answer #26**

Canada has considered your request and the RFP will be amended as follow: the Contractor must provide the name of all individuals who will require access to classified or protected information, assets or sensitive worksites three months after Contract Award.

#### **Question #27**

Para 7.3.1.3.2 – This revision to the General Conditions is unreasonable. It’s the nature of two parties to a contract -- the Contractor will seek to influence decisions of Canada to further its interests (eg, raising issues to the PSPC Contract Authority, to the chain of command, to Ministers, etc). Suggest deletion of

this requirement, or in the alternative, that it be tailored to reflect illegal methods of trying to influence such decisions.

**Answer #27**

Canada has considered your suggestion and the requirement remains the same.

**Question #28**

Para 7.27.1.a.ii – Please provide Form PWGSC-TPSGC 1379 (as the link provided is only available to government intranet users).

**Answer #28**

Copy of form attached.

**Question #29**

Para 7.28 – Please confirm that the Contractor will be allowed contractual adjustments/relief should Canada reject approval of a proposed subcontract on the grounds of national security.

**Answer #29**

While in contract, should Canada reject approval of a proposed subcontract on the grounds of national security, the firm unit prices of such items are subject to negotiation and must be supported by quotes or if the Contractor is manufacturing an item, a price breakdown must be provided to the Contracting Authority (CA).

**Question #30**

Para 7.30 – Please provide estimates of the Government Property that will be transferred to the Contractor and which must be covered by the Warehouseman's Legal Liability Insurance. Please confirm that the Contractor will be allowed contractual adjustments/relief should more Government Property be transferred than anticipated or the drawdown on this inventory be slower than anticipated based on prior years utilization data. As an alternative, suggest the cost of such insurance be paid directly by Canada (and removed from the Transition-In price and the Management Fee).

**Answer #30**

Canada will transfer up to a maximum of 5 Years of Stock (when available), based on average annual usage and stock holdings at the depots. Regarding the procurement contracts overlapping with the beginning of OCFC2, DND will try to provide as much information as it possibly can as the information becomes available. The insurance requirement remains the same.

**Annex B (Basis of Payment)**

**Question #31**

Annex B Para 8.4.1 – Will buy-back of bulk fabric be actioned by a Task Authorization (where shipping labour and transportation charges can be charged)?

**Answer #31**

Yes, buy-back of bulk fabric will be actioned by a Task Authorization.

## OCFC2 Questions

(Organized by RFP section)

December 3<sup>rd</sup>, 2019

### **RFP Parts 1-7**

#### **Question #32**

Para 3.5.1 – The obligations of this paragraph conflict (supersede) those in General Conditions 2030 which allows for the contractor to make purchase of off-the-shelf and standard articles and materials and to subcontract for incidental services. It is suggested that Para 3.5.1 be tailored to reflect the exclusions contained in General Conditions 2030.

#### **Answer #32**

RFP will be amended as follows:

#### **7.3.1.6 Section 06 (2013-06-27) Subcontracts of the 2030, General conditions – Goods - Higher Complexity**

##### **Delete subsection 2;**

2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
  - a. purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
  - b. subcontract any incidental services that would ordinarily be subcontracted in performing the Work;
  - c. in addition to purchases and services referred to in paragraphs (a) and (b), subcontract any part or parts of the Work to one or more subcontractors up to a total value of 40 percent of the Contract Price; and
  - d. permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a), (b) and (c).

#### **Question #33**

Para 7.2.2 – To improve efficiency of the contracting process, it is recommended that the Procurement Authority's Task Authorization Limit be increased (under the Government Contracting Regulations, DND has sole source contracting authority for goods up to \$375K).

#### **Answer #33**

Canada has considered the request and the requirement remains the same.

**Question #34**

Para 7.7.2 – The Contractor needs to know if options will be exercised earlier than 60 days prior to the expiry date of the contract (eg, for notices of employees, termination of leases, re-competing of the requirement, transfer of stock, etc). Suggest the dates in this article be tied to the rolling wave approach described in the performance measurement framework in Annex F.

**Answer #34**

RFP will be amended as follow:

7.7.2 Canada may exercise this option at any time by sending a written notice to the Contractor at least 2 years before the expiry date of the Contract.

**Question #35**

Para 7.12 – Suggest this article clearly indicate it is applicable only to Task Authorizations.

**Answer #35**

Canada has considered your suggestion and the requirement remains the same.

**Question #36**

Para 7.20.b – Why is SACC clause A9122C listed? If it remains, please advise the priority of all other SACC clauses called up in the Articles of Agreement.

**Answer #36**

SACC clause A9122C can be removed from the Priority of Documents, as it is written in full text in para 7.3.3.

RFP to be amended.

**Question #37**

Para 7.23 – This SACC clause appears to conflict with Para 7.30 which identifies a specific insurance requirement.

**Answer #37**

RFP to be amended as follow:

Delete: SACC Manual Clause: G1005C (2016-01-28) Insurance- No Specific Requirement

Insert: SACC Manual Clause: G1001C (2013-11-06) Insurance- Specific Requirements

The following text in G1001C (2013-11-06) is amended as follows: The Contractor must comply with the insurance requirements specified in Resulting Contract Clauses, Sec 30.

**Annex B (Basis of Payment)**

**Question #38**

Para 7.1. – Suggest that all adjustments to an invoice be addressed on a subsequent invoice(s). It is expected that a certain amount of returns will always be in process, and expecting invoices to be revised (if payment hasn't yet been made) could mean several months could pass before all issues associated with returns have been settled. In the alternative, recipients should be allowed no more than say 10 calendar days to return an item in order for invoices to be fully finalized in a timely manner.

**Answer #38**

Canada has considered your suggestion and the requirement remains the same.

**Question #39**

Para 9 – Please confirm that the price certifications and audit rights apply to task authorizations and revised prices and not to any prices/rates contained in a proposal submitted in a competitive environment.

**Answer #39**

Price certifications and audit rights apply to task authorizations and revised prices, as well as to prices/rates contained in the proposal.

**Annex G (ITB Terms and Conditions)**

**Question #40**

Para 1.1 – “ITB Obligation Value” - Please provide an estimated value for Task Authorization work expected per year in order to assist with identifying the ITB Obligation Value?

**Answer #40**

The Task Authorizations value is estimated at \$500K per year.

**Question #41**

Para 3.1.5 – Why is R&D in the same domain as Work covered by the Management Fee limited to 40% but there is no similar limitation on Skills Development and Training?

**Answer #41**

R&D in the same domain as Work covered by the Management Fee is limited to 40% in order to encourage bidders to undertake R&D investments in the Key Industrial Capability of Advanced Materials and other areas related to the apparel, textile and footwear sectors.

Question #42

Ref. OCFC2 RFP, Annex B - Basis of Payment, point 7.4.2 “For returns due to Contractor error, Canada will not pay the MF”

Please clarify whether this statement applies only to the items originally shipped that are now being returned, or if Canada does not intend to pay *any* management fee on the replacement items that are reshipped to replace the original goods.

Answer # 42

This statement applies only to the items originally shipped that are being returned. Management fee will be paid on replacement items that are accepted by Canada.

Question #43

RFP Annex A, Appendix 12: Do the PM, CM and OSR proposed resources need to be current employees of the Contractor at bid closing date? What proof do you need to prove their employment at the bid closing date?

Answer #43

Please refer to RFP section 5.2.3.1 para 2.

Question #44

Garment # 8315-21-903-1150, Reference Spec # DSSPM D-80-001-002/SF-001 : Item spec talks about a 159 g/m<sup>2</sup> fabric and refers to D-80-001-002/SF-001 while this document title says a 195 g/m<sup>2</sup> coated fabric but Table 1 requires a weight between 150 and 180 g/m<sup>2</sup> +/- 10%. Which is the right technical reference?

Answer #44

The right technical reference is 159 g/m<sup>2</sup>.

Question #45

The following items were seen at the viewing session, but are not part of the items list to bid on. Please confirm if we need to bid on these items. If yes, can we get TDP information and all related volumetric data?

- a. 8470-21-912-7624 to 8470-21-912-7632 (inclusive)
- b. 8465-20-000-3829

- c. 8465-20-000-3830
- d. 8465-20-000-4055
- e. 8465-20-004-8329
- f. 8465-20-004-9282
- g. 8465-20-000-9287
- h. 8465-20-004-9288
- i. 8465-20-000-9374

Answer #45

Bidders don't have to bid on these items. Any items that do not require a bid will not be used as part of the financial evaluation.

Question #46

The following items form part of the MIL but do not have any TDP provided. Would it be possible to obtain this information?

- a. 8405-20-011-6703
- b. 8415-20-009-9913
- c. 8415-21-808-2586
- d. 8415-20-002-1626
- e. 8440-01-148-4549
- f. 8415-00-935-3130
- g. 8465-20-004-9088
- h. 8465-20-005-0715
- i. 8465-21-865-6678
- j. 8415-00-935-3130
- k. 8465-20-004-8329

Answer #46

Please see the note besides each item:

- a. 8405-20-011-6703: The TDP has been provided for this item (see USB stick).

- b. 8415-20-009-9913: Main specification in development. This item will be removed from the LIUC.
- c. 8415-21-808-2586: This is a COTS item, see TA's notes on the reference list.
- d. 8415-20-002-1626: This NSN is not on the MIL. If it refers to 8415-20-007-1626, then the TDP has already been provided for this item.
- e. 8440-01-148-4549: The TDP has been provided for this item.
- f. 8415-00-935-3130: This is a COTS item, see reference list for details. The specification MIL-I-11489C can be found on Internet.
- g. 8465-20-004-9088: The reference list, supporting specifications and drawings (DRAWINGS-8465-20-004-9088-ENG.pdf) have been provided. There is no Main Specification for this item.
- h. 8465-20-005-0715: The reference list, supporting specifications and drawings (DRAWINGS-8465-20-005-0715-BIL.pdf) have been provided. There is no Main Specification for this item.
- i. 8465-21-865-6678: The TDP has been provided for this item.
- j. 8415-00-935-3130: Duplicate (same as f.)
- k. 8465-20-004-8329: This NSN is not on the MIL/LIUC.

Question #47

NSN # 8415-20-008-8027, DSSPM # 2-3-87-8027-: Could you provide technical information with regards to leather, fabric qualities, colour and label placement details?

Answer #47

The Purchase Description DSSPM 2-3-87-8027 references a commercially available hoisting glove; the bio915 Long Hoist Operator Gloves ([http://www.at-glove.com/eng/products\\_hoist.php](http://www.at-glove.com/eng/products_hoist.php)) is currently being locally procured by entitled Hoist Operators. At this time, DND can merely defer to the website for the bio915 Long Hoist Operator Gloves.”

Question #48

NSN 8465-20-001-2698, DSSPM 3-5-6-MD-0609250: The specification talks about a Repair Patch Kit. Does the contractor need to provide the repair kit as a separate item or should it be part of the cost & distribution of the item itself?

Answer #48

The repair patch kit comes with its own NSN and is not currently on the OCFC2, therefore the Contractor will not be required to provide it. The repair kit is under review for potential replacement.

Question #49

NSN 8415-21-104-2104, DSSPM # 2-3-87-2104: At 3.1, it is mentioned that *the Female snap fasteners to attach to Mitten, Insert, Extreme Cold Weather (NSN 8415-21-104-2179 A/A)*; this NSN does not exist, we think it should refer to 8415-21-104-2079. Please confirm.

Answer #49

DND concurs. DSSPM 2-3-87-2104 paragraph 3.1, point f requires revision. The Extreme Cold Weather Mitten Insert (NSN 8415-21-104-2079 A/A) is worn with this leather shell as an assembly.

As a result, the following technical amendment must be made:

In DSSPM 2-3-87-2104 paragraph 3.1, point f, delete in its' entirety and replace with "f. Female snap fasteners to attach to Mitten, Insert, Extreme Cold Weather (NSN 8415-21-104-2079 A/A)."

Question #50

Annex C, 2.2 Summary of the Point Rated Criteria-: There is an error in the Minimum Acceptable Pass Mark, where the sum of 18+25+28 equals 71 and not 75. Could you confirm the right information?

Answer #50

There is no error. The Bidder must achieve a minimum score of 75 to achieve a pass rate for the rated technical criteria as well as the minimum score for each of the rated requirement criteria (R1, R2, and R3). It means that if a Bidder achieves only the minimum pass mark for each rated

criteria, the minimum for the total score won't be achieved and the Bid will not be considered further in the evaluation process. Also, a bidder who achieves 75 or more on total score but fails to meet the minimum score of one or more R1, R2, R3 would be deemed non-compliant.

Question #51

Annex A, Appendix 14: Is segregating the network in different L.A.N.s is sufficient or does it have to be on its own cable & wiring systems?

Answer #51

Segregating the network in different LANs is sufficient as long as network segregation adheres to "Network Security Zoning - Design Considerations for Placement of Services within Zones (ITSG-38)" and "Baseline Security Requirements for Network Security Zones in the Government of Canada (ITSG 22)".

Question #52

Annex A, Appendix 14: Can the physical workstations be used to connect to different contracts than DND or do we have to use dedicated physical workstations for DND?

Answer #52

Yes, the physical workstations can be used to connect to different contracts than DND; however, the contractor will be required to provide a standalone Air Gap Workstation to use as a safeguard measure against malicious files.

Question #53

Annex A, Appendix 14: Can the phone system be used to communicate to individuals other than DND CAF members and personnel?

Answer #53

Yes, the phone system can be used to communicate to individuals other than DND CAF members and personnel. However, if the phone system uses VoIP, the Contractor must ensure that the VoIP phone system is properly segregated from other network equipment.



Project No. - N° du projet

File No. - N° de dossier

## Work Arising or New Work Travaux imprévus ou nouveaux travaux

Contractor's Name Nom de l'entrepreneur	Specification No. and Date N° de spécification et date	Contract Serial No. N° de série du contrat
Vessel - Navire	Customer Dept. - Ministère client	PWGSC1379 Serial No. N° de série TPSGC 1379
Signature	Title - Titre	Date YYYY-MM-DD AAAA-MM-JJ

Specification Item No. Article de spécif. n°	WER No. DET. n°	Description of Work, Labour and Material Detail Description des travaux, de la main-d'oeuvre et des matériaux	Hours Heures	Labour Cost Coût de la main-d'oeuvre	Material Cost Coût du matériel
					\$10.00

Remarks - Remarques	Hourly Rate - Taux horaire	Total Labour Cost Coût total de la main-d'oeuvre
		Total Material Cost Coût total du matériel \$10.00
		Fee - Commission % of material % du matériel
		Sub-Total Sous-total \$10.00

Contractor - Entrepreneur <input type="checkbox"/> Contract will be completed as scheduled Le contrat sera achevé dans les délais impartis Or specify date: Sinon, précisez la date:	Signature	Tax Taxe	HST - TVH (13%)	1.30
	Title - Titre	Date YYYY-MM-DD AAAA-MM-JJ	<b>Total ▶ \$11.30</b>	
Customer - Described work technically approved for price negotiated Client - Description des travaux approuvés en principe au prix négocié	Signature	Title - Titre		Date YYYY-MM-DD AAAA-MM-JJ
PWGSC - Authority to proceed with work TPSGC - Autorisation d'effectuer les travaux	Signature	Title - Titre		Date YYYY-MM-DD AAAA-MM-JJ
PWGSC 1379 Serial No. N° de série TPSGC 1379				WER No. - DET n°



Project No. - N° du projet
File No. - N° de dossier

## Work Arising or New Work Travaux imprévus ou nouveaux travaux

Contractor's Name Nom de l'entrepreneur	Specification No. and Date N° de spécification et date	Contract Serial No. N° de série du contrat
Vessel - Navire	Customer Dept. - Ministère client	PWGSC1379 Serial No. N° de série TPSGC 1379
Signature	Title - Titre	Date YYYY-MM-DD AAAA-MM-JJ

Specification Item No. Article de spécif. n°	WER No. DET. n°	Description of Work, Labour and Material Detail Description des travaux, de la main-d'oeuvre et des matériaux	Hours Heures	Labour Cost Coût de la main-d'oeuvre	Material Cost Coût du matériel

Remarks - Remarques	Hourly Rate - Taux horaire	Total Labour Cost Coût total de la main-d'oeuvre
		Total Material Cost Coût total du matériel
		Fee - Commission % of material % du matériel
		Sub-Total Sous-total

<b>Contractor - Entrepreneur</b> <input type="checkbox"/> Contract will be completed as scheduled Le contrat sera achevé dans les délais impartis Or specify date: Sinon, précisez la date:	Signature	Tax Taxe	Tax - Taxe
	Title - Titre	Date YYYY-MM-DD AAAA-MM-JJ	<b>Total ▶</b>
Customer - Described work technically approved for price negotiated Client - Description des travaux approuvés en principe au prix négocié	Signature	Title - Titre	Date YYYY-MM-DD AAAA-MM-JJ
PWGSC - Authority to proceed with work TPSGC - Autorisation d'effectuer les travaux	Signature	Title - Titre	Date YYYY-MM-DD AAAA-MM-JJ
PWGSC 1379 Serial No. N° de série TPSGC 1379			WER No. - DET n°